

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 30	
2. Amendment/Modification No. 0003		3. Effective Date 2007JUL10		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By U.S. ARMY TACOM LCMC AMSTA-AQ-ADBA PATRICIA ANN BIERI (586)574-8016 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: PATRICIA.ANN.BIERI@US.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) Code			
				SCD PAS ADP PT			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)				<input checked="" type="checkbox"/>		9A. Amendment Of Solicitation No. W56HZV-07-R-G074	
				<input type="checkbox"/>		9B. Dated (See Item 11) 2007MAY18	
				<input type="checkbox"/>		10A. Modification Of Contract/Order No.	
				<input type="checkbox"/>		10B. Dated (See Item 13)	
Code		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning <u>2 signed</u> copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required)							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.				The Changes Set Forth In Item 14 Are Made In	
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
<p>Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</p>							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print)			
15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-G074 MOD/AMD 0003	Page 2 of 30
Name of Offeror or Contractor:		

SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of this Amendment 0003 to W56HZV-07-R-G074 is to make the following changes:
- a. The estimated yearly quantities have been increased from 42 each (16 each FOB Origin and 26 FOB Destination) to 239 each (231 FOB Origin and 8 FOB Destination). This change applies to each of the three ordering year periods.

b. Based on the above change, the following Sections of the Solicitation are revised:

1. SECTION A: Paragraph 10. b) is changed to reflect the correct information:

b) Scheduled Service Maintenance and Repair Parts Offeror must provide pricing for all parts listed in Exhibits B, C and D. These are the parts required to perform scheduled maintenance and replacement in a single year of usage of operating 5,500 hours per year in the climate, environment, and landscape of Afghanistan and Iraq.

2. SECTION B:

1. CLINs 0011AA, 0012AA and 0013AA:
The estimated quantity is changed to 231 each.
For administrative purposes only, the Attachments are now numbered "0001" and "0002" in lieu of "001" and "002".

2. CLINs 0011BA, 0012BA and 0013BA:
The estimated quantity is changed to 8 each.
For administrative purposes only, the Attachments are now numbered "0001" and "0002" in lieu of "001" and "002".

3. Exhibit Line Item Number (ELIN) A002:
A new requirement for Commercial Off-The-Shelf (COTS) Operator Manuals is added. Reference Section C.8 and Contract Data Requirements List (CDRL) A002 for a description of the requirements.

4. ELIN A003:
A new requirement for COTS Supplemental Manuals is added. Reference Section C.1.1.5 and Contract Data Requirements List (CDRL) A003 for a description of the requirements.

c. SECTION C:

1. Paragraph C.1.2 is revised to state:
C.1.2 Scheduled Maintenance Parts and Repair Parts (CLINs 0021AA, 0021BA, 0022AA, 0022BA, 0023AA and 0023BA): The Contractor shall provide the PARTS REQUIRED FOR scheduled maintenance and repair detailed in Exhibits B, C, and D if an order is placed. The Scheduled Maintenance and Repair Parts are required for scheduled and repair maintenance during a single year of usage of operating 5,500 hours per year in the climate, environment, and landscape of Afghanistan or Iraq.

2. Paragraph C.1.1.5 is added to describe the requirements for ELINs A002 and A003.

3. For administrative purposes only, the Attachments are now numbered "0001" and "0002" in lieu of "001" and "002".

d. SECTION F:

1. Clause F.1 "DELIVERY SCHEDULE FOR DELIVERY ORDERS" is revised to add Paragraph (b)(5) & (6):
(5) COTS OPERATOR MANUALS (ELIN A002)

(i) I will deliver the COTS Operator Manual in ____ DARO.

(6) COTS ASSOCIATED SUPPLEMENTAL MANUALS (ELIN A003)

(i) I will deliver the COTS Supplemental Manuals in ____ DARO

e. SECTION I:

1. Clause "52.216-19 ORDER LIMITATIONS" is revised in paragraph (b)(1) & (2) to reflect the increased quantity of 239 each in lieu of 42 each.

f. SECTION J:

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-G074 MOD/AMD 0003	Page 3 of 30
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Name of Offeror or Contractor:

1. Exhibit A is revised to include additional CDRLs for the new requirements of ELINs A002 and A003. The title is now "CDRLS A001 A003".

2. A revised Specification is added, dated July 10, 2007. The revision made is in Paragraphs 3.2 and 11.3.1:

3.2 ALL INDIVIDUAL COMPONENTS, INCLUDING AXLE, SUSPENSION AND TIRES SHALL BE RATED AT THE GROSS VEHICLE WEIGHT (GVW).

11.3.1 THE COOKING EQUIPMENT SHALL BE CAPABLE OF OPERATING ON LPG AND SOLID FUELS. (e.g. wood, coal, etc.) THE CONVERSIONS FROM LPG TO SOLID FUEL OPERATION AND FROM SOLID FUEL TO LPG OPERATION SHALL BE achievable WITHOUT TOOLS OR THROUGH THE USE OF COMMON TOOLS. IF COMMON TOOLS ARE REQUIRED, THEY SHALL BE PROVIDED AND STOWED IN THE TOOLBOX.

3. A revised "Delivery Questionnaire", dated July 10, 2007, is added to reflect the revised quantities and revised "Government Objective Delivery Dates (DARO)".

4. A revised "Pricing Questionnaire", dated July 10, 2007, is added to reflect the revised quantities and the new requirement for ELIN A002.

f. SECTION K:

1. Clause K.1 "ELECTRONIC OFFERS REQUIRED COMMERCIAL ITEMS" is revised in paragraph (a)(3)(b) to correctly reflect "seven (7) megabytes" in lieu of "five (5) megabytes".

g. SECTION L:

1. For administrative purposes only, the Attachments are now numbered "0001", "0002", "0003" and "0004" in lieu of "001", "002", "003" and "004".

2. The following paragraphs are revised:

1. L.1.5.2 is revised to correctly reflect "seven (7) megabytes" in lieu of "three and one-half (3.5) megabytes".

3. L.2.2.1 is revised to state:

"U.S. Government's Total Estimated Initial Order Quantity of 239 vehicles" and "U.S. Government's Total Estimated Initial Order Quantity of 239 vehicles (231 vehicles FOB Destination Iraq and 8 vehicles FOB Origin)" in lieu of "42 vehicles".

4. L.2.2.1.3 is revised to state "U.S. Government's Total Estimated Initial Order Quantity" of 231 vehicles for FOB Origin and for the "U.S. Government's Total Estimated Initial Order Quantity" of 8 vehicles for FOB Destination Iraq in lieu of 27 and 16 and 26 respectively.

5. L.2.4.1 is revised to state: "The Price Factor shall clearly identify the proposed unit prices for each CLIN and ELIN A002 in Schedule B".

6. L.2.4.2 is revised to add:

i. The Offeror shall include the cost for the COTS Operator Manuals to be delivered to the address specified in C.1.1.5 in ELIN A002.

j. If applicable, the Offeror shall include the cost for COTS Supplemental Manuals in ELIN A003.

h. SECTION M:

1. For administrative purposes only, the Attachments are now numbered "0001", "0002", "0003" and "0004" in lieu of "001", "002", "003" and "004".

2. The following paragraphs are revised to reflect the changes in quantities:

M.2.2.1 Delivery Factor is revised in the first paragraph to state "U.S. Government's Total Estimated Initial Order Quantity" of 239 vehicles in lieu of 42 vehicles.

The third paragraph is revised to state "U.S. Government's Total Estimated Initial Order Quantity" of 231 vehicles is 390 DARO, and for FOB Destination, the objective delivery date for the "U.S. Government's Total Estimated Initial Order Quantity" of 8 vehicles is 210 DARO\85."U.S. Government's Total Estimated Initial Order Quantity" of 239 vehicles in lieu of 16 for 150 DARO and 26 for 240 DARO respectively.

M.2.2.3. Price Factor is revised in paragraph (1) to state:

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-G074 MOD/AMD 0003	Page 4 of 30
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Name of Offeror or Contractor:

(1) The sum of all the total amounts for each CLIN and ELIN A002 in Section B, plus; adding reference to ELIN A002.

M.2.2.3 further revised by changing paragraph (2) (a) and (b) to read:

(a) For purposes of evaluating the U.S. Governments transportation costs for FOB Origin Vehicles, the quantity of 4 will be used for FOB Iraq, and the quantity of 4 for FOB Afghanistan for the first ordering year only.

(b) For purposes of evaluating the U.S. Government's transportation costs for FOB Origin Parts, the FOB Point is Umm Qasr, Iraq for the first ordering year only.

2. The above changes to existing CLINs and clauses are reprinted in their entirety with this amendment. ELINs A002 and A003 are added with this amendment.

3. All other terms and conditions of the solicitation remain unchanged and in full force and effect.

4. The closing date/time remains unchanged for Monday, July 16, 2007 at 1:00 PM EDT.

*** END OF NARRATIVE A0001 ***

EXECUTIVE SUMMARY

This Executive Summary is provided as a synopsis of important and relevant features in the Solicitation. Currently, requirements are expected for Afghanistan and/or Iraq. There is a possibility that other countries could have the same requirements during the 3-Year term of the Requirements Contract. If these requirements materialize, Delivery Orders would be issued.

1. Introduction: This acquisition is being considered under the authority of the Federal Acquisition Regulation (FAR) Part 12, which creates a simplified contract format using techniques that are similar to those used in private-sector contracting. The supplies and services necessary are contained in the solicitation. If conflict exists between this summary and the provisions of the solicitation, the provisions of the solicitation govern.

2. Competition: Eligibility for award under this solicitation is full and open competition.

3. Contract Overview: The U.S. Government anticipates that only one contract will be awarded under this solicitation, a 3-Year term Firm-Fixed Price Requirements Contract (FAR Subpart 16.503). Requirements Contracts do not guarantee a Delivery Order.

4. Contract Format:

Section A, "SUPPLEMENTAL INFORMATION"
Section B, "SUPPLIES OR SERVICES AND PRICES/COSTS"
Section C, "DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENTS"
Section D, "PACKAGING AND MARKING"
Section E, "INSPECTION AND ACCEPTANCE"
Section F, "DELIVERIES OR PERFORMANCE"
Section G, "CONTRACT ADMINISTRATION DATA"
Section H, "SPECIAL CONTRACT REQUIREMENTS"
Section I, "CONTRACT CLAUSES"
Section J, "LIST OF ATTACHMENTS"
Section K, "REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS"
Section L, "INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS"
Section M, "EVALUATION FACTORS FOR AWARD"

5. Basis of Award: A single contract award is anticipated to the source whose proposal represents an acceptable technical approach and otherwise provides, in the U.S. Government's judgment, the most advantageous proposal, considering both non-price and price factors as described below:

Phase I will be an acceptable/not acceptable evaluation of the Technical approach to meeting the proposed contract requirements. The end result of Phase I will be on an acceptable/not acceptable basis. Only Offerors with an acceptable technical proposal will be eligible for evaluation under Phase II. Phase II evaluation will be conducted on a source selection trade-off basis to determine which proposal provides the most advantageous proposal (i.e. best value), considering the following three factors: Delivery, Price and Small Business Participation. Award will be made to the responsible Offeror whose proposal represents the best value to the U.S. Government.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-G074 MOD/AMD 0003	Page 5 of 30
---------------------------	---	----------------------------

Name of Offeror or Contractor:

This may not be the Offeror with the lowest price.

NOTE: Technical performance beyond the minimum acceptable, as defined in the solicitation, will not be carried over into Phase II evaluation and will not be given extra evaluation credit.

Please read Sections L and M carefully so you understand what is to be submitted, as well as when and how it will be evaluated.

6. No Discussions Anticipated: The U.S. Government intends to award a contract without holding discussions with Offerors. Thus, each Offeror must be careful to include any and all information requested in the solicitation at time of submittal in order to be considered for contract award. However, the U.S. Government reserves the right to hold discussions should it deem them to be in its best interests in determining the best value proposal.

7. Responsibility: In order for the U.S Government to determine that Offerors are responsible and competent to perform on these contract(s), Offerors will have to ensure that they are in compliance with the standards listed in FAR 9.104. The U.S. Government may obtain certain information by exercising rights under FAR 9.105. Also, potential contractors must be registered in the Central Contractor Registry (CCR) PRIOR to award: www.ccr.gov.

8. Standards of Conduct - Improper Business Practices: Corruption or any other improper business practices related to this solicitation and any resulting contract(s) will not be tolerated. Transactions relating to the expenditure of public funds require the highest degree of public trust and an impeccable standard of conduct by contractors, subcontractors, and any other agent acting in connection with this contract. Examples of such unacceptable behavior include providing or offering of bribes to any person associated with the contract or any subcontracts; soliciting or accepting kickbacks or bribes; and knowingly making any false or misleading accounting reports or financial statements. Contractors, subcontractors, and any other agents acting under the contract awarded herein are expected to employ due diligence and have internal controls in place towards practicing good governance in execution of this contract. Any one of these entities found to have engaged in illegal activity, improper behavior, or corrupt practices will be subject to corrective actions in accordance with the respective FAR or DFARS clause incorporated into this solicitation and any resultant contract.

9. Clause Comment: Many clauses that will be contained in the solicitation will be applicable to U.S. and international companies. However, some will apply only to U.S. firms and some will only apply to international firms.

10. Logistics:

a) Operator Manuals - Offeror must provide an English Operator's Manual and an Operator's Manual in Dari or Arabic with each vehicle ordered.

b) Scheduled Service Maintenance and Repair Parts Offeror must provide pricing for all parts listed in Exhibits B, C and D. These are the parts required to perform scheduled maintenance and replacement in a single year of usage of operating 5,500 hours per year in the climate, environment, and landscape of Afghanistan and Iraq.

c) Dealer Parts In order to satisfy basic upkeep of the vehicles, excluding major repair work included in the warranty and those parts provided in 10 (c) above, the Offeror must identify an established dealer within the non-terrorist countries of the Southwest Asian region.

d) Additional Parts - Offerors should carefully review parts listed in Exhibits B, C, and D. If the vehicle has unique parts, these parts may be added. Reference clause K.3.

e) Warranty Standard commercial warranty must be provided by Offeror, supported in full. A copy of the warranty will be submitted and market research will be performed by the U.S. Government to verify its authenticity.

11. Availability of Funds: Funds are subject to availability for this procurement. The U.S. Government reserves the right to not make any awards.

12. Radio Frequency Identification (RFID): Clause D.1 states the requirement for RFID tags on all shipments of vehicles and equipment to the Southwest Asia region.

13. Proposal Preparation Costs: The U.S. Government will not reimburse any Offeror for the cost of preparing and submitting proposals.

REFERENCE: Federal Acquisition Regulation
<http://farsite.hill.af.mil/vffara.htm>

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-G074 MOD/AMD 0003	Page 6 of 30
Name of Offeror or Contractor:		

*** END OF NARRATIVE A0003 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST THREE DIGITS SIGNIFY ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE ORDERING YEAR, i.e., CLIN 0011 IS FOR THE FIRST ITEM - FIRST ORDERING YEAR, CLIN 0012 IS FOR THE FIRST ITEM - SECOND ORDERING YEAR, CLIN 0013 IS FOR THE FIRST ITEM - THIRD ORDERING YEAR, ETC.</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p><u>FIRST ORDERING YEAR</u> OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p><u>SECOND ORDERING YEAR</u> OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p><u>THIRD ORDERING YEAR</u> OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING YEAR.</p> <p>@@</p> <p>CAUTION: OFFERORS MUST SUBMIT OFFERS ELECTRONICALLY IN ACCORDANCE WITH DIRECTIONS IN THE TACOM-WARREN PROCUREMENT NETWORK WEBPAGE AT:</p> <p>HTTP://CONTRACTING.TACOM.ARMY.MIL/ACQINFO/EBIDNOTICE.HTM</p> <p>ALL OFFERS MUST INCLUDE A SIGNED SF1449 COVER SHEET.</p> <p>RESPONSES TO REQUEST FOR PROPOSALS (RFPS) ARE SENT TO <u>OFFERS@TACOM.ARMY.MIL</u>. SEE DIRECTIONS IN THIS SOLICITATION FOR ACCEPTABLE ELECTRONIC FORMATS AND ACCEPTABLE MEDIA.</p> <p>@@</p> <p>(End of narrative A001)</p>				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-G074 MOD/AMD 0003	Page 8 of 30
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	SECURITY CLASS: Unclassified				
0011AA	<p data-bbox="264 443 602 464"><u>FIRST ORDERING YEAR - HARDWARE</u></p> <p data-bbox="256 548 803 646">NOUN: MOBILE KITCHEN TRAILER, IN ACCORDANCE WITH SECTION C SCOPE OF WORK, THE CONTRACT SPECIFICATION (ATTACHMENT 0001) AND THE TECHNICAL INFORMATION QUESTIONNAIRE (ATTACHMENT 0002).</p> <p data-bbox="256 680 748 779">EACH MOBILE KITCHEN TRAILER SHALL BE SHIPPED WITH TWO COMMERCIAL-OFF-THE-SHELF OPERATOR MANUALS, ONE IN ENGLISH, AND ONE IN DARI OR ARABIC (I/A/W C.1.1.3 AND C.1.1.4).</p> <p data-bbox="256 812 703 884">IF BOTH OPERATOR MANUALS ARE OVERPACKED WITH THE TRAILER, 100% OF THE UNIT PRICE WILL BE PAID UPON ACCEPTANCE.</p> <p data-bbox="256 917 764 1094">IF ONLY ONE OPERATOR MANUAL IS OVERPACKED WITH THE VEHICLE, ONLY 80% WILL BE PAID UPON ACCEPTANCE OF THE VEHICLE. THE REMAINING 20% WILL BE PAID WHEN BOTH OPERATOR MANUALS HAVE BEEN RECEIVED AND ACCEPTED. THE SECOND MANUAL SHALL BE SHIPPED TO THE SAME ADDRESS AS THE VEHICLE, AT THE CONTRACTOR'S EXPENSE.</p> <p data-bbox="256 1127 813 1226">THE FOB ORIGIN UNIT PRICE IS COMPRISED OF THE BASE VEHICLE COST, TO INCLUDE OPERATOR MANUALS IN BOTH ENGLISH AND THE LANGUAGE SPECIFIED IN THE DELIVERY ORDER.</p> <p data-bbox="256 1260 769 1331">THE ONE-TIME COST FOR TRANSLATING THE OPERATOR MANUAL(S) SHALL BE ENTERED ON CLIN 0031AA FOR AFGHAN DARI AND CLIN 0041AA FOR ARABIC.</p> <p data-bbox="256 1365 803 1415">THE ONE-TIME COST FOR SETUP/NON-RECURRING TOOLING SHALL BE ENTERED ON CLIN 0051AA.</p> <p data-bbox="444 1472 699 1493">(End of narrative B001)</p> <p data-bbox="264 1577 501 1598"><u>Packaging and Marking</u></p> <p data-bbox="256 1661 732 1682">STANDARD COMMERCIAL PRACTICE FOR PACKAGING.</p> <p data-bbox="444 1736 699 1757">(End of narrative D001)</p> <p data-bbox="264 1841 545 1862"><u>Inspection and Acceptance</u></p> <p data-bbox="264 1871 724 1892">INSPECTION: Origin ACCEPTANCE: Origin</p> <p data-bbox="264 1925 456 1946">FOB POINT: Origin</p>	EST. 231	EA	\$ _____	\$ _____

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-G074 MOD/AMD 0003	Page 9 of 30
--------------------	--	--------------

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011BA	<p><u>FIRST ORDERING YEAR - HARDWARE</u></p> <p>NOUN: MOBILE KITCHEN TRAILER, IN ACCORDANCE WITH SECTION C SCOPE OF WORK, THE CONTRACT SPECIFICATION (ATTACHMENT 0001) AND THE TECHNICAL INFORMATION QUESTIONNAIRE (ATTACHMENT 0002).</p> <p>EACH MOBILE KITCHEN TRAILER SHALL BE SHIPPED WITH TWO COMMERCIAL-OFF-THE-SHELF OPERATOR MANUALS, ONE IN ENGLISH, AND ONE IN DARI OR ARABIC (I/A/W C.1.1.1.3 AND C.1.1.1.4).</p> <p>IF BOTH OPERATOR MANUALS ARE OVERPACKED WITH THE TRAILER, 100% OF THE UNIT PRICE WILL BE PAID UPON ACCEPTANCE.</p> <p>IF ONLY ONE OPERATOR MANUAL IS OVERPACKED WITH THE VEHICLE, ONLY 80% WILL BE PAID UPON ACCEPTANCE OF THE VEHICLE. THE REMAINING 20% WILL BE PAID WHEN BOTH OPERATOR MANUALS HAVE BEEN RECEIVED AND ACCEPTED. THE SECOND MANUAL SHALL BE SHIPPED TO THE SAME ADDRESS AS THE VEHICLE, AT THE CONTRACTOR'S EXPENSE.</p> <p>THE FOB DESTINATION UNIT PRICE IS COMPRISED OF THE BASE VEHICLE COST, TO INCLUDE COSTS FOR TRANSPORTATION/SHIPMENT, INSURANCE, SECURITY, AND OPERATOR MANUALS IN BOTH ENGLISH AND ARABIC.</p> <p>THE ONE-TIME COST FOR TRANSLATING THE OPERATOR MANUAL(S) FROM ENGLISH TO ARABIC SHALL BE ENTERED ON CLIN CLIN 0041AA.</p> <p>THE ONE-TIME COST FOR SETUP/NON-RECURRING TOOLING SHALL BE ENTERED ON CLIN 0051AA.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p>	EST. 8	EA	\$ _____	\$ _____

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-G074 MOD/AMD 0003	Page 10 of 30
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	SECURITY CLASS: Unclassified				
0012AA	<p data-bbox="264 443 613 464"><u>SECOND ORDERING YEAR - HARDWARE</u></p> <p data-bbox="253 548 803 646">NOUN: MOBILE KITCHEN TRAILER, IN ACCORDANCE WITH SECTION C SCOPE OF WORK, THE CONTRACT SPECIFICATION (ATTACHMENT 0001) AND THE TECHNICAL INFORMATION QUESTIONNAIRE (ATTACHMENT 0002).</p> <p data-bbox="253 680 748 779">EACH MOBILE KITCHEN TRAILER SHALL BE SHIPPED WITH TWO COMMERCIAL-OFF-THE-SHELF OPERATOR MANUALS, ONE IN ENGLISH, AND ONE IN DARI OR ARABIC (I/A/W C.1.1.3 AND C.1.1.4).</p> <p data-bbox="253 812 703 884">IF BOTH OPERATOR MANUALS ARE OVERPACKED WITH THE TRAILER, 100% OF THE UNIT PRICE WILL BE PAID UPON ACCEPTANCE.</p> <p data-bbox="253 917 769 1098">IF ONLY ONE OPERATOR MANUAL IS OVERPACKED WITH THE VEHICLE, ONLY 80% WILL BE PAID UPON ACCEPTANCE OF THE VEHICLE. THE REMAINING 20% WILL BE PAID WHEN BOTH OPERATOR MANUALS HAVE BEEN RECEIVED AND ACCEPTED. THE SECOND MANUAL SHALL BE SHIPPED TO THE SAME ADDRESS AS THE VEHICLE, AT THE CONTRACTOR'S EXPENSE.</p> <p data-bbox="253 1131 813 1230">THE FOB ORIGIN UNIT PRICE IS COMPRISED OF THE BASE VEHICLE COST, TO INCLUDE OPERATOR MANUALS IN BOTH ENGLISH AND THE LANGUAGE SPECIFIED IN THE DELIVERY ORDER.</p> <p data-bbox="253 1264 769 1335">THE ONE-TIME COST FOR TRANSLATING THE OPERATOR MANUAL(S) SHALL BE ENTERED ON CLIN 0031AA FOR AFGHAN DARI AND CLIN 0041AA FOR ARABIC.</p> <p data-bbox="253 1369 803 1415">THE ONE-TIME COST FOR SETUP/NON-RECURRING TOOLING SHALL BE ENTERED ON CLIN 0051AA.</p> <p data-bbox="444 1474 699 1495">(End of narrative B001)</p> <p data-bbox="264 1579 501 1600"><u>Packaging and Marking</u></p> <p data-bbox="253 1659 732 1680">STANDARD COMMERCIAL PRACTICE FOR PACKAGING.</p> <p data-bbox="444 1738 699 1759">(End of narrative D001)</p> <p data-bbox="264 1843 545 1864"><u>Inspection and Acceptance</u></p> <p data-bbox="264 1871 724 1892">INSPECTION: Origin ACCEPTANCE: Origin</p> <p data-bbox="264 1925 456 1946">FOB POINT: Origin</p>	EST. 231	EA	\$ _____	\$ _____

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-G074 MOD/AMD 0003	Page 11 of 30
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012BA	<p><u>SECOND ORDERING YEAR - HARDWARE</u></p> <p>EST. 8</p> <p>NOUN: MOBILE KITCHEN TRAILER, IN ACCORDANCE WITH SECTION C SCOPE OF WORK, THE CONTRACT SPECIFICATION (ATTACHMENT 0001) AND THE TECHNICAL INFORMATION QUESTIONNAIRE (ATTACHMENT 0002).</p> <p>EACH MOBILE KITCHEN TRAILER SHALL BE SHIPPED WITH TWO COMMERCIAL-OFF-THE-SHELF OPERATOR MANUALS, ONE IN ENGLISH, AND ONE IN DARI OR ARABIC (I/A/W C.1.1.1.3 AND C.1.1.1.4).</p> <p>IF BOTH OPERATOR MANUALS ARE OVERPACKED WITH THE TRAILER, 100% OF THE UNIT PRICE WILL BE PAID UPON ACCEPTANCE.</p> <p>IF ONLY ONE OPERATOR MANUAL IS OVERPACKED WITH THE VEHICLE, ONLY 80% WILL BE PAID UPON ACCEPTANCE OF THE VEHICLE. THE REMAINING 20% WILL BE PAID WHEN BOTH OPERATOR MANUALS HAVE BEEN RECEIVED AND ACCEPTED. THE SECOND MANUAL SHALL BE SHIPPED TO THE SAME ADDRESS AS THE VEHICLE, AT THE CONTRACTOR'S EXPENSE.</p> <p>THE FOB DESTINATION UNIT PRICE IS COMPRISED OF THE BASE VEHICLE COST, TO INCLUDE COSTS FOR TRANSPORTATION/SHIPMENT, INSURANCE, SECURITY, AND OPERATOR MANUALS IN BOTH ENGLISH AND ARABIC.</p> <p>THE ONE-TIME COST FOR TRANSLATING THE OPERATOR MANUAL(S) FROM ENGLISH TO ARABIC SHALL BE ENTERED ON CLIN CLIN 0041AA.</p> <p>THE ONE-TIME COST FOR SETUP/NON-RECURRING TOOLING SHALL BE ENTERED ON CLIN 0051AA.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>STANDARD COMMERCIAL PRACTICE FOR PACKAGING.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>FOB DESTINATION IS UMM QASR, IRAQ.</p> <p>(End of narrative F001)</p>	EST. 8	EA	\$ _____	\$ _____

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-G074 MOD/AMD 0003	Page 12 of 30
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	SECURITY CLASS: Unclassified				
0013AA	<p data-bbox="264 443 602 464"><u>THIRD ORDERING YEAR - HARDWARE</u></p> <p data-bbox="256 548 803 646">NOUN: MOBILE KITCHEN TRAILER, IN ACCORDANCE WITH SECTION C SCOPE OF WORK, THE CONTRACT SPECIFICATION (ATTACHMENT 0001) AND THE TECHNICAL INFORMATION QUESTIONNAIRE (ATTACHMENT 0002).</p> <p data-bbox="256 680 748 779">EACH MOBILE KITCHEN TRAILER SHALL BE SHIPPED WITH TWO COMMERCIAL-OFF-THE-SHELF OPERATOR MANUALS, ONE IN ENGLISH, AND ONE IN DARI OR ARABIC (I/A/W C.1.1.3 AND C.1.1.4).</p> <p data-bbox="256 812 703 884">IF BOTH OPERATOR MANUALS ARE OVERPACKED WITH THE TRAILER, 100% OF THE UNIT PRICE WILL BE PAID UPON ACCEPTANCE.</p> <p data-bbox="256 917 769 1098">IF ONLY ONE OPERATOR MANUAL IS OVERPACKED WITH THE VEHICLE, ONLY 80% WILL BE PAID UPON ACCEPTANCE OF THE VEHICLE. THE REMAINING 20% WILL BE PAID WHEN BOTH OPERATOR MANUALS HAVE BEEN RECEIVED AND ACCEPTED. THE SECOND MANUAL SHALL BE SHIPPED TO THE SAME ADDRESS AS THE VEHICLE, AT THE CONTRACTOR'S EXPENSE.</p> <p data-bbox="256 1131 813 1230">THE FOB ORIGIN UNIT PRICE IS COMPRISED OF THE BASE VEHICLE COST, TO INCLUDE OPERATOR MANUALS IN BOTH ENGLISH AND THE LANGUAGE SPECIFIED IN THE DELIVERY ORDER.</p> <p data-bbox="256 1264 769 1335">THE ONE-TIME COST FOR TRANSLATING THE OPERATOR MANUAL(S) SHALL BE ENTERED ON CLIN 0031AA FOR AFGHAN DARI AND CLIN 0041AA FOR ARABIC.</p> <p data-bbox="256 1369 803 1415">THE ONE-TIME COST FOR SETUP/NON-RECURRING TOOLING SHALL BE ENTERED ON CLIN 0051AA.</p> <p data-bbox="444 1474 699 1495">(End of narrative B001)</p> <p data-bbox="264 1579 501 1600"><u>Packaging and Marking</u></p> <p data-bbox="256 1659 732 1680">STANDARD COMMERCIAL PRACTICE FOR PACKAGING.</p> <p data-bbox="444 1738 699 1759">(End of narrative D001)</p> <p data-bbox="264 1843 545 1864"><u>Inspection and Acceptance</u></p> <p data-bbox="264 1871 724 1892">INSPECTION: Origin ACCEPTANCE: Origin</p> <p data-bbox="264 1925 456 1946">FOB POINT: Origin</p>	EST. 231	EA	\$ _____	\$ _____

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-G074 MOD/AMD 0003	Page 13 of 30
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013BA	<p><u>THIRD ORDERING YEAR - HARDWARE</u></p> <p>NOUN: MOBILE KITCHEN TRAILER, IN ACCORDANCE WITH SECTION C SCOPE OF WORK, THE CONTRACT SPECIFICATION (ATTACHMENT 0001) AND THE TECHNICAL INFORMATION QUESTIONNAIRE (ATTACHMENT 0002).</p> <p>EACH MOBILE KITCHEN TRAILER SHALL BE SHIPPED WITH TWO COMMERCIAL-OFF-THE-SHELF OPERATOR MANUALS, ONE IN ENGLISH, AND ONE IN DARI OR ARABIC (I/A/W C.1.1.1.3 AND C.1.1.1.4).</p> <p>IF BOTH OPERATOR MANUALS ARE OVERPACKED WITH THE TRAILER, 100% OF THE UNIT PRICE WILL BE PAID UPON ACCEPTANCE.</p> <p>IF ONLY ONE OPERATOR MANUAL IS OVERPACKED WITH THE VEHICLE, ONLY 80% WILL BE PAID UPON ACCEPTANCE OF THE VEHICLE. THE REMAINING 20% WILL BE PAID WHEN BOTH OPERATOR MANUALS HAVE BEEN RECEIVED AND ACCEPTED. THE SECOND MANUAL SHALL BE SHIPPED TO THE SAME ADDRESS AS THE VEHICLE, AT THE CONTRACTOR'S EXPENSE.</p> <p>THE FOB DESTINATION UNIT PRICE IS COMPRISED OF THE BASE VEHICLE COST, TO INCLUDE COSTS FOR TRANSPORTATION/SHIPMENT, INSURANCE, SECURITY, AND OPERATOR MANUALS IN BOTH ENGLISH AND ARABIC.</p> <p>THE ONE-TIME COST FOR TRANSLATING THE OPERATOR MANUAL(S) FROM ENGLISH TO ARABIC SHALL BE ENTERED ON CLIN CLIN 0041AA.</p> <p>THE ONE-TIME COST FOR SETUP/NON-RECURRING TOOLING SHALL BE ENTERED ON CLIN 0051AA.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>STANDARD COMMERCIAL PRACTICE FOR PACKAGING.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>FOB DESTINATION IS UMM QASR, IRAQ.</p> <p>(End of narrative F001)</p>	EST. 8	EA	\$ _____	\$ _____

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-G074 MOD/AMD 0003	Page 14 of 30
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	SECURITY CLASS: Unclassified				
1001AA	<u>TECHNICAL DATA</u> TECHNICAL DATA AS SET FORTH IN CONTRACT DATA REQUIREMENTS LIST (DD FORM 1423) HEREINAFTER REFERRED TO AS EXHIBIT A. (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
A001	<u>PRODUCTION DELIVERY & SCHEDULE REPORT</u> PRODUCTION DELIVERY AND SCHEDULE REPORT IN ACCORDANCE WITH CONTRACT DATA REQUIREMENTS LIST (DD FORM 1423) A001 AND C.8. (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423	1 PER	MO	\$ ** NSP **	\$ ** NSP **
A002	<u>COTS OPERATOR MANUALS</u> COTS OPERATOR MANUALS IN ACCORDANCE WITH CONTRACT DATA SUPPLEMENTAL REQUIREMENTS LIST (DD FORM 1423) A002 AND C.1.1.5. NOTE: 1 SET CONSISTS OF ONE (1) PAPER OPERATOR MANUALS AND ONE (1) DIGITAL OPERATOR MANUAL. (End of narrative B001)	EST. 1	SE	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A003	<u>Packaging and Marking</u> STANDARD COMMERCIAL PRACTICE FOR PACKAGING (End of narrative D001) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423	EST. 1	SE	\$ _____	\$ _____
	<u>COTS SUPPLEMENTAL MANUALS</u> COTS SUPPLEMENTAL MANUALS IN ACCORDANCE WITH CONTRACT DATA SUPPLEMENTAL REQUIREMENTS LIST (DD FORM 1423) A003 AND C.1.1.5. (End of narrative B001)				
	<u>Packaging and Marking</u> STANDARD COMMERCIAL PRACTICE FOR PACKAGING (End of narrative D001) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: (Y00003) SEE NARRATIVE ON DD 1423				

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-07-R-G074 MOD/AMD 0003</p>	<p style="text-align: center;">Page 16 of 30</p>
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Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Statement of Work (SOW): This SOW clearly identifies the requirements necessary to support the Afghanistan or Iraq Security Forces (police and military).

C.1.1 Hardware Specification (CLINs 0011AA, 0011BA, 0012AA, 0012BA, 0013AA and 0013BA): The Contractor shall provide a Mobile Kitchen Trailer, in accordance with the Specification (0001). In addition to meeting the specification, the Mobile Kitchen Trailer delivered must comply with the Technical Information Questionnaire (Attachment 0002). All hardware provided under this contract is expected to operate 5,500 hours per year.

C.1.1.1 One Time Setup/Non-Recurring Tooling (CLIN 0051AA): The Contractor, if necessary for this contract, shall perform setup, including non-recurring tooling, for providing the hardware items.

C.1.1.2 Security: For FOB Destination Iraq only, the Contractor shall be responsible for all security and transportation requirements for the equipment and its personnel until the time of acceptance in Iraq.

C.1.1.3 Afghan Dari Operator Manuals: For CLINs 0011AA, 0011BA, 0012AA, 0013AA and 0013BA, each delivered Mobile Kitchen Trailer shall be over packed with two commercial-off-the-shelf (COTS) operator manuals, one in English, one in Afghan Dari. Both manuals shall contain identical information.

C.1.1.4 Arabic Operator Manuals: For CLINs 0011AA, 0011BA, 0012AA, 0013AA and 0013BA, each delivered Mobile Kitchen Trailer shall be over packed with two commercial-off-the-shelf (COTS) operator manuals, one in English, one in Arabic. Both manuals shall contain identical information.

C.1.1.5 Commercial Off-The-Shelf (COTS) Manuals and Associated Supplemental Data: In addition to the operator manuals to be delivered with each vehicle, the contractor shall deliver one (1) paper operator manual and one (1) digital operator manual in both English and language specified in the delivery order not later than initial vehicle shipment to the address below in accordance with CDRL A002.

In addition, the contractor shall deliver any/all AVAILABLE COTS supplemental manuals (those that contain technical information on the assembly, installation, operation, parts, and maintenance of the vehicle and/or components) in accordance with CDRL A003. Please include any copies already translated into Arabic or Dari, if available. Provide in paper and digital format, if available. Manuals should be provided to the address below concurrent with operator manual delivery.

The manuals may be in the contractor's format.

The manuals will be furnished to: USATACOM
Iraq/Afghanistan Intensive Management Office
AMSTA-LC-GTNS
Mail Stop 101
6501 East Eleven Mile Rd.
Warren, MI. 48397-5000

C.1.2 Scheduled Maintenance Parts and Repair Parts (CLINs 0021AA, 0021BA, 0022AA, 0022BA, 0023AA and 0023BA): The Contractor shall provide the PARTS REQUIRED FOR scheduled maintenance and repair detailed in Exhibits B, C, and D if an order is placed. The Scheduled Maintenance and Repair Parts are required for scheduled and repair maintenance during a single year of usage of operating 5,500 hours per year in the climate, environment, and landscape of Afghanistan or Iraq.

C.2 Complete Assembly: At the point of acceptance, equipment must be fully assembled and in final configuration.

C.3 Dealer Support in Southwest Asia (SWA): The Contractor must have an established dealer before contract award within the non-terrorist countries of the Southwest Asia region, and must maintain this established dealer during the life of the contract. Dealer support shall include, but not be limited to, warranty support, spare and repair parts support, and routine maintenance of the equipment.

C.4 Warranty

C.4.1 Material and Workmanship Warranty: The Contractor warrants that the end items will be free from defects in material and workmanship and will conform to the requirements of this contract for the duration of 12 months from the date of hand-off as defined below, or after the hardware has been operated for 5,500 hours, whichever is earlier. This warranty covers all contract items, parts, and labor, except for normal wear and tear, accident damage, misuse, alterations, combat damage, damage due to lack of maintenance or use of lubricants/fluids not recommended, normal maintenance, and scheduled service items such as filters, screens, fluids, windshield wipers, and brake shoes. In the event of a failure under this warranty, the Contractor shall provide the necessary parts and labor to make repairs within 72 hours of notification at a location in SWA designated by the U.S. Government.

The warranty begins at hand-off by the U.S. Government to the Government of Afghanistan or Iraq. (Definition of hand-off: The U.S.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-G074 MOD/AMD 0003	Page 17 of 30
---------------------------	---	----------------------

Name of Offeror or Contractor:

Government will notify the contractor when the items have been handed off to the Government of Afghanistan or Iraq.) Notwithstanding inspection and acceptance by the U.S. Government of the end items and services provided under the contract, or any provision of this contract concerning the conclusiveness thereof, the Contractor hereby warrants that the hardware conforms to the performance and manufacturing requirements specifically delineated in this specification/contract and conforms to the performance requirements defined in this statement of work.

To the extent the Contractor's suppliers normally provide a commercial or trade practices warranty that exceeds the contract warranty, the Contractor shall pass the identical warranty to the Government of Afghanistan or Iraq. The Contractor shall provide a list of the warranted parts and assemblies to the Procuring Contracting Officer (PCO) 30 days after contract award. The pass-through warranty list shall contain the manufacturer's name, part or assembly nomenclature, manufacturer (vendor or subcontractor) part number, item cost, and the coverage and duration of the warranty. Actual copies of subcontractor/vendor warranties shall also be provided to the PCO no later than 60 days after contract award.

C.4.2 Warranty Administration: The Contractor shall be responsible for administering all pass-through warranties to the terms of the supplier warranty. Pass-through warranties will start at the time specified by the Contractor's suppliers. All remedies which the Government of Afghanistan or Iraq, may seek as the result of such pass-through warranties will be brought against the Contractor and the Contractor shall administer such remedies in accordance with the supplier warranty terms and conditions. The cost for the warranty shall be included in the price of each item.

C.5 New Material: Only new material shall be provided.

C.6 Export License: For FOB Destination Iraq only, the Contractor shall obtain all export and other required licenses in order to perform under this contract and meet the delivery schedule set forth herein and under each order placed under the terms of this Requirements contract.

C.7 Safety: The vehicle shall comply with the laws, standards, and/or policies of the country of their manufacture for export to Afghanistan or Iraq, except where Federal Motor Vehicle Safety Standards (FMVSS) are required by the vehicle specification and the proposed contract.

C.8 Progress and Delivery Schedule Report: The Contractor shall provide to the U.S. Government a status report on the 1st of each month after contract award, in accordance with CDRL A001 (under Exhibit A). The report shall show the progress of production completion. The report shall include the Contract Number, Delivery Order Number, CLINS, and quantity of hardware produced.

*** END OF NARRATIVE C0001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-G074 MOD/AMD 0003	Page 18 of 30
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Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

F.1 DELIVERY SCHEDULE FOR DELIVERY ORDERS

(a) DEFINITIONS:

(1) DARO means the number of days after receipt of order when you must deliver the stated quantity of supplies.

(2) DELIVERY is defined as follows:

(i) FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual delivery order.

(ii) FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual delivery order. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the delivery order, to ensure that the item reaches its destination by the time reflected in the delivery order.

(b) CONTRACTOR'S PROPOSED SCHEDULE:

(1) VEHICLE CLINS FOR FOB ORIGIN (CLINs 0011AA/0012AA/0013AA)

(i) For delivery orders placed for any quantity, I will start deliveries ____ DARO. I will deliver a quantity of ____ every 30 days. I can deliver a maximum quantity of ____ every 30 days.

(2) VEHICLE CLINS FOR FOB DESTINATION IRAQ (CLINs 0011BA/0012BA/0013BA)

(i) For delivery orders placed for any quantity, I will start deliveries ____ DARO. I will deliver a quantity of ____ every 30 days. I can deliver a maximum quantity of ____ every 30 days.

(3) SCHEDULED MAINTENANCE AND REPAIR PARTS CLINS FOR FOB ORIGIN (CLINs 0021AA/0022AA/0023AA: IN ACCORDANCE WITH EXHIBIT B, C and D)

(i) For delivery orders placed for any quantity (one or more or all parts), I will start deliveries ____ DARO. I will deliver a quantity of ____ every 30 days. I can deliver a maximum quantity of ____ every 30 days.

(4) SCHEDULED MAINTENANCE AND REPAIR PARTS CLINS FOR FOB DESTINATION IRAQ (CLINs 0021BA/0022BA/0023BA: IN ACCORDANCE WITH EXHIBIT B, C and D)

(i) For delivery orders placed for any quantity (one or more or all parts), I will start deliveries ____ DARO. I will deliver a quantity of ____ every 30 days. I can deliver a maximum quantity of ____ every 30 days.

(5) COTS OPERATOR MANUALS (ELIN A002)

(i) I will deliver the COTS Operator Manual in ____ DARO.

(6) COTS ASSOCIATED SUPPLEMENTAL MANUALS (ELIN A003)

(i) I will deliver the COTS Supplemental Manuals in ____ DARO.

(c) If an order for hardware units is placed before a previous order is completely manufactured, the delivery schedule shall continue at the same rate as that stated in (b)(1)-(4).

(d) You can accelerate delivery after contract award at no additional cost to the U.S. Government.

Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

Status	Regulatory Cite	Title	Date
I-1 CHANGED	52.216-19	ORDER LIMITATIONS	OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one (1), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 239.

(2) Any order for a combination of items in excess of 239; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CDRLS A001 -- A003	10-JUL-2007		ELECTRONIC
				IMAGE
Attachment 0001	SPECIFICATIONS (REVISED)	10-JUL-2007		ELECTRONIC
				IMAGE
Attachment 0003	DELIVERY QUESTIONNAIRE (REVISED)	10-JUL-2007		ELECTRONIC
				IMAGE
Attachment 0004	PRICING QUESTIONNAIRE (REVISED)	10-JUL-2007		ELECTRONIC
				IMAGE

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-G074 MOD/AMD 0003	Page 21 of 30
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Name of Offeror or Contractor:

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 ELECTRONIC OFFERS REQUIRED - COMMERCIAL ITEMS

NOTE: IN ADDITION TO THIS CLAUSE, PAY SPECIAL ATTENTION TO L.1 PROPOSAL INSTRUCTIONS, FORMAT AND CONTENT

(a) You must submit your offer via paperless electronic media (See Paragraph (b) below). Offers submitted in paper form are unacceptable. You must submit your electronic offer and any supplemental information (such as spreadsheets, backup data, and technical information), using any of the following electronic formats:

(1) Files readable using these Office XP or Microsoft* 2002 Office Products (TACOM can currently read OFFICE 2002* and lower): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files are not acceptable.

(2) Files in Adobe PDF (Portable Document Format). Scanners should be set to a minimum of 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic offer and be accessible offline.

NOTE (Compression): NO FILES may be submitted in compressed form using Winzip*, or another self-extracting files. These are temporarily not acceptable due to computer worm/virus problems.

NOTE (Hyperlinks): Documents [submitted using any of the above formats] must not contain active links (hyperlinks) to any other documents that are not contained in the proposal. This includes links to live Internet web sites or web pages. All linked information must be contained within your electronic offer and be accessible offline.

NOTE (Macros): The virus scanning software used by our email systems cannot always distinguish a macro from a virus. Therefore, sending a macro embedded in an email message or an email attachment may cause the email offer to be quarantined. In that event subparagraphs (f) and (g) apply.

(b) Acceptable media: E-MAIL ONLY. The only method to submit your offer is via e-mail. Address your offer to offers@tacom.army.mil. DO NOT E-MAIL OFFERS TO THE BUYER IDENTIFIED IN BOX 9 OF THE SF1449. THE SUBJECT LINE OF THE E-MAIL MUST READ: "OFFER--[solicitation number], [name of Company/offeror], CLOSES [closing date]" etc. Maximum size of each e-mail message shall not exceed seven (7) megabytes. You may use multiple e-mail messages for each offer/submission, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".

(c) Lateness rules for submissions are outlined in FAR 52.212-1, "Instructions to Offerors--Commercial Items", listed in Section K of this solicitation. Pay particular attention to paragraph (f) of that clause as it relates to the timing of e-mail submissions.

(d) Security Note: If you choose to password-protect access to your offer, you must provide the password to TACOM at least ten days prior to submitting the protected file. Contact the buyer to arrange a means of providing the password. Passwords used only for the purpose of write protecting files need not be provided.

(e) Electronic e-mail offers must include, as a minimum:

(1) The SF1449 cover sheet filled out. SIGNATURE: per (a)(1) above, this SF1449 cover sheet must be signed and included electronically. The E-mailed offer must also include a signed SF1449 cover sheet that can be scanned. If scanned, attach it to your e-mail offer (or first e-mail message if you are sending multiple e-mails due to length).

(2) All applicable fill-in provisions from Sections A, B, and K of this solicitation. You may find Word versions of Section K provisions requiring your fill-in on our TACOM Business Opportunities webpage (<http://contracting.tacom.army.mil/mastersol/sectionk.htm>). You can fill them in and attach them to your offer. See the solicitation for which provisions are required. Also, Section E provisions filled in (if applicable): INSPECTION POINT: ORIGIN ACCEPTANCE POINT: DESTINATION TACOM Clause 52.246-4006 and INSPECTION AND ACCEPTANCE POINTS: ORIGIN Clause 52.246-4028. All applicable fill-ins must be completed and submitted by the offeror.

(3) ATTACHMENTS 0001-0005 - These files, which are inclusive of the specification and questionnaires, must be kept in their original file format when sent as part of your e-mail offer.

(4) A statement of agreement to all the terms, conditions, and provisions of this solicitation.

(5) Any other information required by the solicitation.

(6) SF1449 AND AMENDMENTS - When sending your email package, you must acknowledge and sign the first page of the SF1449 for any and all amendments to this solicitation.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-G074 MOD/AMD 0003	Page 22 of 30
Name of Offeror or Contractor:		

(f) Please see FAR 15.207(c) for a description of the steps the U.S. Government shall take with regard to unreadable offers.

(g) Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" per paragraph (f) above.

*Registered trademark
[End of Provision]

*** END OF NARRATIVE K0001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-G074 MOD/AMD 0003	Page 23 of 30
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Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 Proposal Instructions, Format and Content

L.1.1. Proposal Instructions. The proposal should be accompanied by an electronic cover letter (letter of transmittal) which will be the body of the e-mail response to this solicitation, to identify all enclosures being transmitted in the message. Extreme care and attention should be given to ensure that all required items are included in the proposal. It is the U.S. Government's intent to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a technical, delivery, small business participation, and price standpoint.

NOTE: The U.S. Government reserves the right to conduct discussions if the Contracting Officer determines them to be necessary.

L.1.2 Proposal Format. The proposal shall be submitted in the formats and quantities set forth in this section. Section M sets forth evaluation criteria and their relative order of importance to the U.S. Government. All proposals shall be in English (American Standard) and all prices shall be in US dollars. Each section of the proposal shall be separable to facilitate review by the U.S. Government (see L.2.1 Volume I, L.2.2 Volume II, L.2.3 Volume III, L.2.4 Volume IV, and L.2.5 Volume V).

L.1.3 Submission Due Dates. See SF1449, Block 8. All times are Eastern Daylight Savings Time (EDST).

L.1.4 Lateness. The lateness rules for submitted proposals are outlined in FAR 52.212-1 "Instructions to Offerors - Commercial Items", as incorporated in this solicitation.

L.1.5 Electronic Copies

L.1.5.1 Offerors must submit one electronic copy and any supplemental information (such as spreadsheets, backup data, and technical information) using the following:

(i) Files in either Microsoft Office 2000 or Office XP: Word, Excel, or PowerPoint. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.

(ii) Files in Adobe PDF (Portable Document Format). Scanners must be set to 200 dpi.

(iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within the electronic offer and be accessible offline.

(iv) Each proposal volume shall be submitted together within the same file.

L.1.5.2 Acceptable Media. Per Section K, Clause K.1(b): E-MAIL ONLY. The only method to submit your offer is via e-mail, addressed to offers@tacon.army.mil. DO NOT E-MAIL OFFERS TO THE BUYER OR THE PERSON IDENTIFIED IN BOX 9 OF THE SF1449. THE SUBJECT LINE OF THE E-MAIL MUST READ: "OFFER--[solicitation number], [name of Company/Offeror], CLOSES [closing date]" etc. Maximum size of each e-mail message shall be seven (7) megabytes. You may use multiple e-mail messages for each offer/submission, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".

L.1.5.3 Unreadable Offers. Please see FAR 15.207(c) for a description of the steps the U.S. Government shall take with regard to unreadable offers:

"(c) If any portion of a proposal received by the Contracting Officer electronically or by facsimile is unreadable, the Contracting Officer immediately shall notify the Offeror and permit the Offeror to resubmit the unreadable portion of the proposal. The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the Offeror, and documented in the file. The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness under FAR 15.208 <<http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/15.htm>>(a), provided the Offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer."

L.1.5.4 Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" per paragraph L.1.5.3 above.

L.1.6 Paper Copies. Paper copies will not be accepted.

L.1.7 Proposals shall conform to the requirements of this solicitation; no alternate proposals will be considered in this procurement.

L.2 Proposal Content. Proposals shall be submitted electronically in five Volumes identified below.

L.2.1 Volume I - Technical Factor Volume.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-G074 MOD/AMD 0003	Page 24 of 30
Name of Offeror or Contractor:		

Offerors shall fully substantiate their ability to provide the supplies and services in accordance with contract requirements (Attachment 0001, Specification). This information shall consist of the following:

1. The Offeror shall fill in Attachment 0002, Technical Information Questionnaire (TIQ), for the hardware CLINs in the first, second and third ordering years identified in "Schedule of Supplies/Services". Offeror must also include identification of a dealer in the Southwest Asia region. Failure to provide any of the information required by 0002 may render your proposal ineligible for award.

2. The Offeror shall electronically submit commercial literature, and any additional technical information or other supporting data which demonstrates that their product meets the contract specification requirements (Specification, Attachment 0001).

L.2.2 Volume II - Delivery Factor Volume

L.2.2.1 The Offeror shall complete Attachment 0003 Electronic Delivery Questionnaire, by filling in their proposed delivery schedules and all other requested information for the "U.S. Government's Total Estimated Initial Order Quantity of 239 vehicles" to be delivered FOB Origin and/or FOB Destination Iraq (as specified in the solicitation). The Delivery Questionnaire contains two parts, an FOB Origin portion and an FOB Destination portion for your proposed delivery schedules. A U.S. Government objective delivery date in Days after Receipt of Order (DARO) is provided for both FOB Origin and for FOB Destination. Offerors will notice near the end of each Delivery Questionnaire an area to provide incremental delivery schedules for each FOB Origin and FOB Destination proposed delivery schedule. Whether your proposal can reflect a single ship completion time in DARO or whether incremental deliveries are necessary, these areas must be completed and reflect the quantity planned for delivery corresponding with the pre-marked DARO (in 30 day increments). The end completion date on each incremental delivery schedule must coincide with each proposed DARO for the respective FOB points (Origin and/or Destination) of the Delivery Questionnaire. Offerors are reminded to be as realistic as possible when proposing when they will complete the total "U.S. Government's Total Estimated Initial Order Quantity of 239 vehicles (231 vehicles FOB Destination Iraq and 8 vehicles FOB Origin)". It is imperative that the Offerors Delivery Questionnaire be totally complete and accurate, including the proposed delivery schedule in DARO.

L.2.2.1.1 Offerors will notice in the Production and Delivery Information portion of the Delivery Questionnaire, one specified Production and Delivery Information FOB Origin and one specified Production and Delivery Information FOB Destination Iraq (includes shipping details) that they provide the following:

FOB Origin: Offeror's proposed DARO (this should equate to the Production Lead Time for the "U.S. Government's Total Estimated Initial Order Quantity" and all time up until Government inspection and acceptance). There is no requirement to provide shipping information/time under the FOB Origin requirement.

FOB Destination Iraq: Offeror's proposed Production Lead Time (PLT) (time to manufacture the entire "U.S. Government's Total Estimated Initial Order Quantity", and Offerors proposed total ship time (time to ship the entire "U.S. Government's Total Estimated Initial Order Quantity" to FOB Destination Iraq) and Offeror's proposed DARO.

As the Offeror scrolls down the Delivery Questionnaire, you will notice a Shipping Details area. There are columns for the various modes of shipment and the sum of these columns will equate to a total shipping time. This total shipping time number should equal the Offeror's proposed total ship time in the Production and Delivery Information area. Should there be any discrepancy between the Offeror's proposed DARO entry and the calculations of the Offeror's proposed Production Lead Time and Offeror's proposed total ship time, an error message will be displayed.

L.2.2.1.2 In addition to the Offeror's proposed delivery schedule, completion of 0003 will require the Offeror to provide substantiating information which confirms the achievability of the Offeror's proposed schedule, either as a Manufacturer or as a Dealer/Distributor. The substantiating information is required for both FOB Origin and FOB Destination requirements. This includes Commitment Letter(s) from OEMs and/or prime vendors, so the U.S. Government may confirm production capabilities within the Offeror's proposed delivery schedule.

For requirements identified as FOB Destination, Offerors are further advised that Attachment 0003 requires the Offeror to identify Points of Contact in order for the U.S. Government to verify certain proposal information; to provide U.S. Flag Vessel information, port of embarkation and debarkation information, days in shipping time between points; Freight Forwarder information and End User Certificate, etc. The points of contact must speak English and be readily available either by telephone or email. In the event the U.S. Government cannot contact these points of contract, validation of the Offerors proposal may be considered to lack credibility and will be assessed accordingly. Offerors' proposals that fail to address all the required Production and Delivery FOB Destination information required per Attachment 0003 (Delivery Questionnaire) may be considered deficient, to lack credibility, be determined a non-meaningful proposal, and/or result in the Offerors proposal being removed from further consideration for award.

L.2.2.1.3 Offerors may propose a single shipment or monthly shipments, as stated above, starting so many days after receipt of order. Offerors are requested to complete the incremental delivery portion of monthly shipments that represent the "U.S. Government's Total Estimated Initial Order Quantity" of 231 vehicles for FOB Origin and for the "U.S. Government's Total Estimated Initial Order Quantity" of 8 vehicles for FOB Destination Iraq.

Name of Offeror or Contractor:

If applicalbe, Offerors are reminded that there is an after market requirement to have other specification requirements installed after the basic vehicle production. The proposed production lead time for this vehicle should include time to send the vehicles from the vehicle manufacturing plant to the installer facility, to have the other specification requirements installed, then inspected by the U.S. Government and ready to ship to the port. The shipping portion time should then account for necessary time to ship from this after market facility to the final FOB Destination point.

L.2.3 Volume III - Small Business Participation Factor

L.2.3.1 All Offerors, including Offerors who are either (1) themselves U.S. small business concerns based on the NAICS code assigned to this requirement, or (2) non-U.S. based foreign firms, are to identify the extent to which U.S. small business concerns would be utilized as first tier subcontractors in the performance of the proposed contract. U.S. small business concerns are defined (1) in FAR 19.002 and (2) by the criteria and size standards in FAR 19.102 for the applicable North American Industry Classification System Code. U.S. small business concerns include small businesses (SBs), small disadvantaged businesses (SDBs), HUBZone small businesses (HUBZone SB), woman-owned small businesses (WOSBs), veteran-owned/service-disabled small businesses (VOSBs), and historically black colleges/universities and minority institutions (HBCU/MIs).

L.2.3.1.1 If the prime Offeror (to include any U.S. small business concerns who are proposing as part of a joint venture or teaming arrangement), is itself a U.S. small business concern, the Offeror's own participation, as a SB, SDB, WOSB, VOSB, HUBZone SB, and/or HBCU/MI, will also be considered small business participation for the purpose of this evaluation. In this event, the extent of prime Offeror participation as a U.S. small business concern shall be detailed, as described below, in the same manner as subcontracts to first tier U.S. small business concerns.

L.2.3.2 Small business concern participation for the base year, as well as for each option period/out-year (if any), shall be identified in a table format substantially as follows (note the numbers in this table are sample numbers):

BASE YEAR		
BUSINESS CATEGORY	DOLLAR AMOUNT	% OF SB PARTICIPATION *
Total (LG +SM)	\$43.00M	100.00%
SB	\$10.00M	23.25%
SDB	\$2.15M	5.00%
WOSB	\$2.36M	5.50%
VOSB	\$0.30M	0.69%
HUBZone SB	\$1.00M	2.32%
HBCU/MI	\$0.15M	0.35%

*Include 1st tier subcontractors only; interdivisional transfers are considered subcontracts; include prime Offeror participation if the prime is a U.S. small business concern.

L.2.3.3 All Offerors, regardless of size and whether the Offeror is a U.S. or non-U.S. firm, are to provide (individually for each base year and for each option/out year, if any), the names of small business concerns (including the prime Offeror if a small business concern) who would participate in the proposed contract; the small business classification of each small business concern (i.e., SB, SDB, WOSB, VOSB, HUBZone SB, and/or HBCU/MI); a short description of the specific components to be produced or services to be provided by each small business concern; and the estimated total dollars for each product or service. This data shall be provided in a table format substantially as follows (note the numbers and the descriptions in this table are samples):

BASE YEAR			
Name of	Description of		
SB Concern	SB Classification(s)	Product/Service	Total Dollars
ABC Co.	SB	Wire	\$0.50M
ABC Co.	SB	Plating	\$0.75M
EFG Inc. (Prime)	SB, WOSB, VOSB	Circuit Cards	\$1.20M

L.2.3.4 As defined below, Offerors shall also provide the following:

L.2.3.4.1 Offerors who ARE either (1) a U.S. large business, as defined by the North American Industry Classification System code applicable to this solicitation, or (2) a firm who has previously performed a Contract containing FAR 52.219-9, are to provide a description of their performance in complying with the requirements of FAR 52.219-9, including documentation of their accomplishment of the goals established under Subcontracting Plans of prior contracts. This data shall include contracts performed over the last three (3) calendar years. Firms that have never held a contract incorporating FAR 52.219-9 shall so state.

L.2.3.4.2 All Offerors who ARE NOT either (1) a U.S. large business, as defined by the North American Industry Classification System code applicable to this solicitation, or (2) any firm who has previously performed a Contract containing FAR 52.219-9, shall substantiate their proposed approach to meeting the requirements of FAR 52.219-8. Substantiation may include providing (1) a description of the Offeror's performance over the past three calendar years, in complying with the requirements of FAR 52.219-8 (Note: An Offeror who has not performed a contract over the past three years which included FAR 52.219-8 shall so state); (2) a description and

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-G074 MOD/AMD 0003	Page 26 of 30
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Name of Offeror or Contractor:

available documentation of any methods or techniques used to promote small business participation; (3) any listings of U.S. small business concerns who are subcontracting candidates; (4) the internal procedures used to monitor small business participation during contract performance; and/or (5) any other information substantiating that the Offeror will satisfy the requirements of FAR 52.219-8.

L.2.4 Volume IV - Price Factor

L.2.4.1 The Price Factor shall clearly identify the proposed unit prices for each CLIN and ELINs A002 and A003 in Schedule B.

L.2.4.2 The Offerors shall submit pricing information by completing the Pricing Questionnaire (Attachment 0004) to include all tabs/worksheets (PQ, Tabs 1 and 2).

a. The Pricing Questionnaire requires the Offerors to propose pricing based on FOB Origin and FOB Destination Iraq. Price proposals for FOB Destination Iraq shall be based on use of U.S. Flag vessels for all transportation over water. For FOB Destination Iraq the Offeror is responsible for all insurance and security costs in addition to normal transportation charges.

b. Tabs/worksheets 1 and 2 of the Pricing Questionnaire include a format for the Scheduled Maintenance/Repair Parts Lists. The Offeror shall use this format.

c. All prices shall be stated in U.S. dollars only. All prices shall include all costs to perform the contract including any applicable taxes, duties, fees, security through acceptance for FOB Origin, security until U.S. Government acceptance for FOB Destination, transportation costs, etc. No currency adjustment provisions will be contained in any resulting contract.

d. Contract Type is Firm-Fixed Price. All pricing submitted herein is for a Firm-Fixed Price over all the ordering years involved.

e. The Offeror shall provide the basis for establishing the proposed prices, including any offered discounts, established catalogs, price lists, or other verifiable and established records that are regularly maintained by the vendor, and are published or otherwise available for customer inspection. The U.S. Government reserves the right, as clarifications under FAR 15.306(a), to request additional information necessary to make a determination of price reasonableness.

f. If applicable, the Offeror shall include the cost of translating the Operator's Manuals to Afghan Dari for the hardware items in CLIN 0031AA.

g. If applicable, the Offeror shall include the cost of translating the Operator's Manuals to Arabic for the hardware items in CLIN 0041AA.

h. If applicable, the Offeror shall include the cost for a one-time charge for setup/non-recurring tooling in CLIN 0051AA.

i. The Offeror shall include the cost for the COTS Operator Manuals to be delivered to the address specified in C.1.1.5 in ELIN A002.

j. If applicable, the Offeror shall include the cost for COTS Supplemental Manuals in ELIN A003.

L.2.5 Volume V - Contract

L.2.5.1 In Volume V, all Offerors shall submit:

a. Electronic copies of their signed SF1449s. The SF 1449s shall include all sections of the solicitation, including the "Schedule of Supplies/Services" with completed prices and their proposed delivery schedule (see RFP section Delivery Schedule for Delivery Orders).

b. Offerors, except for U.S. small business concerns, shall submit their Small Business Subcontracting Plan in accordance with FAR 52.219-9.

c. Representations and Certifications (Section K)

d. Unless otherwise specifically stated in the Contract Volume, the U.S. Government will assume the Offeror has accepted all RFP requirements, terms and conditions. (Note: Offerors are cautioned that including exceptions in their offer may result in the offer being made ineligible for award, particularly given that it is the intent of the U.S. Government to award without discussions).

L.2.6 Restriction on Disclosure of Data.

L.2.6.1 If the Offeror wishes to restrict the disclosure or use of its proposal, the legend permitted by FAR 52.215-1(e) shall be used:

Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the U.S. Government except for evaluation purposes, shall

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-G074 MOD/AMD 0003	Page 27 of 30
---------------------------	---	----------------------

Name of Offeror or Contractor:

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the U.S. Government and shall not be duplicated, used or disclosed in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of or in connection with -- the submission of this data, the U.S. Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the U.S. Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets].

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

L.2.6.2 Individual subcontractor/vendor proprietary information may be submitted via separate binders/CDs. The information contained in these binders/CDs must be referenced (by binder title, page, and section number as appropriate) within the main proposal where the information would have been included if it were not subcontractor/vendor proprietary. The information in these separate binder/CDs is subject to all other requirements of the RFP and must be well marked to clearly indicate any special handling instructions.

L.3 Dealership Support in Southwest Asia

The contractor shall maintain an established dealer within the non-terrorist countries of the Southwest Asian region to satisfy basic upkeep of the units, including warranty support, spare and repair parts support, routine maintenance, and other services excluding major repair work. All Offerors shall identify the name and location, address, phone number, e-mail address, and a Point of Contact for the dealer who will provide this support. Note: The Point of Contact must be able to communicate in English in the event the U.S. Government elects to contact them to confirm your claim that they will be your dealer for this contract. This will be a consideration under the Technical Factor as an acceptable/non acceptable item, and will be addressed in the evaluation of that Factor. The terrorist countries are identified at <http://www.state.gov/s/ct/cl4151.htm>.

L.4 Type of Contract

The U.S. Government contemplates award of a Firm-Fixed Price 3-Year Requirements Contract resulting from this solicitation.

L.5 New Material

The U.S. Government intends to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.

*** END OF NARRATIVE L0001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-G074 MOD/AMD 0003	Page 28 of 30
Name of Offeror or Contractor:		

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 Source Selection Process

M.1.1 Source Selection Authority. The Source Selection Authority (SSA) is the official designated to direct the source selection process and select the Offeror for the contract award.

M.1.2 Source Selection Evaluation Board (SSEB). An SSEB has been established by the U.S. Government to evaluate proposals in response to this solicitation. The SSEB is comprised of technically qualified individuals who have been selected to conduct this evaluation in accordance with the evaluation criteria listed for this solicitation. Careful, full, and impartial consideration will be given to all proposals received in response to this solicitation.

M.1.3 Award Without Discussions. The U.S. Government intends to award a contract without discussion, but reserves the right to hold discussions if necessary. Where award will be made without discussions, exchanges with Offerors are limited to Clarifications as defined in FAR 15.306(a). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a technical, delivery, small business participation, and price standpoint.

M.1.4 Two-Step Evaluation Process. The evaluation of proposals in response to this solicitation is structured in two phases. Phase I is an evaluation of the Offeror's technical proposal. This evaluation will be on an acceptable/not acceptable basis. Any Offeror's proposal assessed as not acceptable in Phase I will no longer be considered for award.

Under Phase II of the evaluation process, those proposals found acceptable under the Phase I evaluation will be evaluated using a tradeoff process to determine which proposal is most advantageous to the U.S. Government. (See M.2.2.)

M.2 Evaluation Process

M.2.1 Phase I Evaluation Technical Factor. Phase I will be an acceptable/not acceptable evaluation of the Technical proposal meeting the contract specification (Attachment 0001). The determination of "acceptable" will be based on an evaluation of the technical proposal against the following definition:

An "Acceptable" Technical proposal is a proposal where there is essentially no doubt, based on the Offeror's proposal, that the offered supplies will meet each of the specification requirements. This assessment will be performed using the information contained in the Technical Information Questionnaire, as well other information supplied by the Offeror to support conformance of the supplies to each specification requirement (e.g. commercial literature, vendor data, narrative descriptions of conformance to specification requirements, test data, etc).

NOTE: Technical performance beyond the minimum acceptable, as defined above, will not be given extra evaluation credit, nor will extra credit be given for providing items or features described as "desired".

Under the Technical Factor evaluation, the U.S. Government will also assess the Offeror's proposal to have a dealer available to support the hardware being delivered. This will be done on an acceptable/not acceptable basis, and will be based upon the information provided by the Offeror. To be acceptable, the Offeror's submitted information must demonstrate the availability of a dealer in the SWA region who meets the requirement stated in the Technical Information Questionnaire (Attachment 0002).

M.2.2 Phase II Evaluation Best Value. Phase II of the evaluation is a best value process utilizing source selection tradeoff procedures to select the most advantageous offer from among those Phase I proposals assessed as acceptable. Under Phase II, the SSA will weigh the merits in the Delivery Factor and the Small Business Participation Factor against the evaluated price to the U.S. Government to determine which proposal, in the SSA's judgment, represents the best value to the U.S. Government. The Technical Factor proposal will not be considered in the Phase II best value award decision. As part of the tradeoff determination of best value, the relative advantages, disadvantages, and risks of each proposal will be considered.

The Delivery Factor is more important than the Price Factor. The Price Factor is more important than the Small Business Participation Factor. The Delivery Factor and the Small Business Participation Factor combined are more important than the Price Factor.

M.2.2.1 Delivery Factor. The Delivery Questionnaire (Attachment 0003), as completed by the Offeror, forms the primary basis for the U.S. Government's evaluation of delivery. The U.S. Government's assessment will identify the proposed delivery schedules for FOB Origin and for FOB Destination. Your offer will be evaluated on the basis of the dates (identified on the electronic Delivery Questionnaire, Attachment 0003) of the Offeror's proposed Days After Receipt of Order (DARO) for completion of deliveries at FOB Origin and to the final FOB Destination point in Umm Qasr, Iraq (reference Clause F.2 Shipping Instructions/Final Delivery Point) of the "U.S. Government's Total Estimated Initial Order Quantity" of 239 vehicles.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-G074 MOD/AMD 0003	Page 29 of 30
---------------------------	---	----------------------

Name of Offeror or Contractor:

The delivery evaluation will assess: 1) the extent to which contract hardware deliveries of the "U.S. Government's Total Estimated Initial Order Quantities" will satisfy the solicitation's objective delivery schedules for FOB Origin and for FOB Destination; and 2) the Offeror's level of risk in achieving the proposed delivery schedules. The delivery factor evaluation will be performed using the information provided in the Delivery Questionnaire as well as the substantiating information provided by the Offeror, including OEM Commitment Letters and any other information available to the U.S. Government. The U.S. Government's assessment of the Offeror's delivery risk level may include internet searches, inquiry of identified points of contact, on-site visits to proposed performance locations, and review of delivery timeliness on prior efforts.

For purposes of this solicitation, for FOB Origin, the objective delivery date for the "U.S. Government's Total Estimated Initial Order Quantity" of 231 vehicles is 390 DARO, and for FOB Destination, the objective delivery date for the "U.S. Government's Total Estimated Initial Order Quantity" of 8 vehicles is 210 DARO. The FOB Origin and FOB Destination DAROs provided on the Delivery Questionnaire for the "U.S. Government's Total Estimated Initial Order Quantity" of 239 vehicles will be incorporated into the Section F clause Delivery Schedule for Delivery Orders.

M.2.2.2 Small Business Participation Factor. This provision applies to every Offeror (U.S. and non-U.S.), regardless of size-status or location of its manufacturing facility or headquarters.

The U.S. Government will evaluate the extent of small business concern participation in terms of the percentage of total subcontracted dollars which the Offeror credibly proposes to subcontract to U.S. small business concerns (Small Business, Small Disadvantaged Business, Woman-Owned Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, HUBZone Small Business and/or Historically Black Colleges and Universities/Minority Institutions) in the performance of the contract. For the purpose of this evaluation, the extent of prime Offeror (or joint venture partner/teaming arrangement) participation in proposed contract performance, where the Offeror is a U.S. small business concern for the NAICS code applicable to this solicitation, will also be considered small business participation.

The evaluation will include the following:

(1) The extent to which the proposal identifies participation of U.S. Small Business Concerns (to include, as described above, the participation of the Offeror if it is a U.S. Small Business Concern). The extent of participation of such concerns shall be evaluated in terms of the percentage of the total subcontract amount (to include, as described above, the participation of the Offeror if it is a U.S. Small Business Concern).

(2) An assessment of the probability that the Offeror will satisfy the requirements of FAR 52.219-8 and FAR 52.219-9 (as applicable to the Offeror) and achieve the levels of Small Business Participation identified in the proposal. This assessment will be based upon both:

- a. A proposal risk assessment of the Offeror's proposed Small Business Participation Approach; and
- b. A performance risk assessment of prior achievements in satisfying commitments and requirements under FAR 52.219-8 and FAR 52.219-9, if applicable.

(3) Offerors are advised that they will be evaluated under the Small Business Participation Factor based upon the risk and extent of the Offeror credibly achieving the U.S. Government's goals for U.S. small business concern participation.

Goals for evaluation are:

- *Small business concern participation (including all subcategories of small business concerns) of 10% or more; and
- *U.S. small disadvantaged business concern participation of 2.2% or more.

M.2.2.3 Price Factor. The Price Factor will be assessed based upon total evaluated price to include an assessment of price reasonableness and realism to the U.S. Government.

Realism is measured by whether or not the proposal price accurately reflects the Offeror's approach in meeting the solicitation requirements and objectives, as well as an expectation that the solicitation requirements and objectives will be met at a price that will not result in a net loss to the Offeror.

Reasonableness is measured by whether or not the offered price exceeds what would be incurred by a prudent person in the conduct of competitive business. The U.S. Government may reject a proposal which is not realistic, or not reasonable, as to price.

For FOB Origin, all vehicles and parts will be inspected and accepted at FOB Origin.

For FOB Destination to Iraq, all vehicles and parts will be inspected at Origin, and accepted at FOB Destination Iraq.

The Total Evaluated Price will equal:

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-G074 MOD/AMD 0003	Page 30 of 30
Name of Offeror or Contractor:		

(1) The sum of all the total amounts for each CLIN and ELINs A002 and A003 in Section B, plus;

(2) Transportation costs, as determined by the TACOM-LCMC Transportation Office, to be added for all FOB Origin HARDWARE and PARTS CLINs.

(a) For purposes of evaluating the U.S. Governments transportation costs for FOB Origin Vehicles, the quantity of 4 will be used for FOB Iraq, and the quantity of 4 for FOB Afghanistan for the first ordering year only.

(b) For purposes of evaluating the U.S. Government's transportation costs for FOB Origin Parts, the FOB Point is Umm Qasr, Iraq for the first ordering year only.

The unit prices and total amounts listed in Section B must match those on the Pricing Questionnaire (Attachment 0004).

M.3 Contractor Responsibility and Eligibility for Award. The U.S. Government will award a contract to the Offeror that:

- (1) Represents the best value to the U.S. Government, and
- (2) Submits a proposal that meets all the material requirements of this solicitation, and
- (3) Meets all the responsibility criteria at FAR 9.104.

To make sure that the Offeror meets the responsibility criteria at FAR 9.104, the U.S. Government may arrange a visit to the Offeror's plant and perform a pre-award survey. If the Offeror fails to provide the U.S. Government with the data within seven (7) days from the date the request was received, or if the Offeror refuses to have the U.S. Government visit their facility, the Offeror's proposal may be determined non-responsible.

M.4 Rejection of Offers. The U.S. Government may reject any proposal which:

- (1) Merely offers to perform work according to the RFP terms or fails to present more than a statement indicating its capability to comply with the RFP terms without support and elaboration, as specified in the solicitation; or
- (2) Reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks required to perform RFP requirements due to submission of a proposal that is unrealistically high or low in price and/or unrealistic in terms of technical or schedule commitments; or
- (3) Contains any unexplained, significant inconsistency between the proposed effort and the proposed price, which implies the Offeror has (1) an inherent misunderstanding of the scope of work, or (2) an inability to perform the resultant contract; or
- (4) Is unbalanced as to prices. An unbalanced offer is one which is based on prices significantly high or low for one given ordering year versus another ordering year; or
- (5) Fails to meaningfully respond to the proposal preparation instructions specified in the solicitation.

*** END OF NARRATIVE M0001 ***